



# **STATE OF NORTH CAROLINA**

## **Division of Purchase and Contract**

**Invitation for Bid #: 201701079**

**Regional Agricultural Chemicals: Fungicides, Herbicides,  
Insecticides, Pesticides & Adjuvants**

**Date of Issue: October 9, 2017**

**Bids Opening Date: November 8, 2017**

**At 2:00 PM ET**

Direct all inquiries concerning this IFB to:

Grant F. Braley

Category Manager

Email: [grant.braley@doa.nc.gov](mailto:grant.braley@doa.nc.gov)

Phone: (919) 807-4519



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**201701079**

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

\_\_\_\_\_  
Federal ID Number or Social Security Number

\_\_\_\_\_  
Vendor Name



**STATE OF NORTH CAROLINA**  
**Division of Purchase and Contract**

**Refer ALL Inquiries regarding this IFB to:**

Grant F. Braley  
 Category Manager  
 Email: [grant.braley@doa.nc.gov](mailto:grant.braley@doa.nc.gov)  
 Phone: (919) 807-4519

**Invitation for Bid #: 201701079**

**Bids will be publicly opened: November 8, 2017**

**Contract Type: Statewide Term Contract (STC 675A)**

**Commodity No. & Description: 675-00: Agricultural Chemicals**

**Using Agency: \*\*\* PURCHASE AND CONTRACT \*\*\***

**EXECUTION**

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
 (Authorized Representative of the Division of Purchase and Contract).

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## 1.0 PURPOSE AND BACKGROUND

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### 1.1 OVERVIEW

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking Vendors for a Statewide Term Contract to supply the State's **regional** requirements for **Agricultural Chemicals: Fungicides, Herbicides, Insecticides, Pesticides & Adjuvants throughout the State of North Carolina**. The intent of this Invitation for Bids (hereinafter, "IFB") is to receive pricing from Vendors which will offer a savings to the State and confirm, through Vendors' submission of a bid, its ability to meet the State's needs. **This contract will replace the State of North Carolina existing Statewide Term Contract 675A.**

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13. The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

### 1.2 REGIONS

The State will be divided up into **fourteen (14) regions** to allow maximum coverage and lower delivery costs.

- Region I:** Camden, Currituck, Dare, Gates, Pasquotank, Perquimans, Bertie, Hertford, Northampton, Chowan, Hyde, Martin, Tyrrell, Washington
- Region II:** Beaufort, Pitt, Carteret, Craven, Pamlico, Greene, Jones, Lenoir
- Region III:** Onslow, Pender, Duplin, Sampson, Brunswick, New Hanover
- Region IV:** Edgecombe, Halifax, Nash, Wilson, Johnston, Wayne
- Region V:** Wake, Durham, Granville, Person, Franklin, Vance, Warren
- Region VI:** Robeson, Cumberland, Harnett, Bladen, Columbus
- Region VII:** Alamance, Orange, Guilford, Caswell, Rockingham
- Region VIII:** Chatham, Randolph, Hoke, Lee, Moore, Montgomery, Richmond, Scotland
- Region IX:** Davidson, Rowan, Davie, Forsyth, Stokes
- Region X:** Cabarrus, Stanly, Mecklenburg, Anson, Union
- Region XI:** Alleghany, Surry, Yadkin, Avery, Caldwell, Watauga, Ashe, Wilkes
- Region XII:** Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln
- Region XIII:** Burke, McDowell, Mitchell, Rutherford, Buncombe, Madison, Yancey
- Region XIV:** Henderson, Polk, Transylvania, Haywood, Jackson, Swain, Cherokee, Clay, Graham, Macon

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph #18 of Attachment B: North Carolina General Contract Terms and Conditions.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	October 9, 2017
Submit Written Questions	Vendor	October 23, 2017 – 5:00 PM ET
Provide Response to Questions	State	October 26, 2017 – 5:00 PM ET
Submit Bids	Vendor	November 8, 2017 – 2:00 PM ET
Contract Award	State	November 25, 2017
Contract Effective Date	State	December 1, 2017

### 2.4 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be e-mailed to [grant.brale@doa.nc.gov](mailto:grant.brale@doa.nc.gov) by the date and time specified above. Vendors should enter "IFB # 201701079: Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.5 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

Mailing address for delivery of bid via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<i>BID NO. 201701079  NC DEPARTMENT OF ADMINISTRATION  DIVISION OF PURCHASE AND CONTRACT  ATTN: GRANT F. BRALEY  1305 MAIL SERVICE CENTER  RALEIGH NC 27699-1305</i>	<i>BID NO. 201701079  NC DEPARTMENT OF ADMINISTRATION  DIVISION OF PURCHASE AND CONTRACT  ATTN: GRANT F. BRALEY  116 WEST JONES STREET Room 4062 4th Floor  RALEIGH NC 27603-8002</i>

**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each Bid when received, and any Bid received after the Bid submission deadline **will be rejected**. Sealed Bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

All risk of late arrival due to unanticipated delay—whether delivered by hand, US Postal Service, courier or other delivery service is entirely on the Vendor. Note that the US Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center. Vendors are cautioned that Bids sent via US Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the Bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a Bid. Attempts to submit a Bid by facsimile (FAX) transmission, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.

Submit **one (1) signed, original executed** bid response, **one (1)** un-redacted electronic copy on CD, DVD or flash drive and **one (1)** redacted electronic (Proprietary and Confidential Information Excluded) copy on CD, DVD or flash drive of its Bid to the address identified in the table in this Section. Include only Bids in response to this IFB in a sealed package. Address package and insert Bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, Bid number and date and time of opening. If Vendor is submitting more than one Bid, each Bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed Bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for Bids will **not** be accepted. The time of delivery will be marked on each bid when received, and any bid received after the submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the Bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.



## 2.6 BID CONTENTS

For each Vendor's Bid, Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Vendor IFB responses shall include the following items and those attachments should be arranged in the following order:

- a. Title Page: Include company name, address, phone number & authorized representative along with the Bid Number.
- b. Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- c. ATTACHMENT A: INSTRUCTIONS TO VENDORS
- d. ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e. Completed version of ATTACHMENT C: PRICING SUBMITTAL WORKBOOK
- f. Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g. Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h. Complete and signed version of ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION
- i. Complete and signed version of ATTACHMENT G: SUPPLIER INFORMATION
- j. ELECTRONIC COPY OF PROPOSED CATALOG MS Excel file per requirement stated in Section 6.13. A copy of the proposed catalog does not need to be included in printed version of bid.

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a. **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- c. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- e. **CONTRACT LEAD:** Representative of the Division of Purchase and Contract who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- f. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g. **EXTENDED PRICE:** The total price for bid for line item within the bid.
- h. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- i. **IFB:** Invitation for Bid
- j. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- k. **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child

placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.

- l. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m. **SDS:** Safety Data Sheet.
- n. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- o. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- p. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, , Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- q. **STATEWIDE BID:** Pricing bid by a Vendor that is applicable if the State awards on a statewide basis (Statewide Award).
- r. **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
- s. **TOTAL EXTENDED PRICE:** The sum of all extended prices.
- t. **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

## 2.8 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those should be submitted as questions as outlined in the instructions of this IFB in Section 2.4 BID QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer. **By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the Bid itself shall not be allowed and shall be disregarded or the Bid rejected. By executing and submitting its Bid in response to this IFB, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications a Vendor may request and may accept Vendor's Bid under the terms and conditions in this IFB.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

It is the intention of the State to award this IFB by making multiple awards for each **agricultural chemical (fungicide, herbicide, insecticide, pesticide and adjuvant)** per region based on the lowest price per unit of measure (UOM) offered for both “Brand Specific” and “Generic” products for each item. **A Vendor may bid on one (1) or more regions.**

Pursuant to G.S. 143-52, all qualified bids will be evaluated and awards will be made to Vendors meeting the IFB requirements and achieve the highest and best final evaluation, as described below. While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor’s e-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State’s discretion, be disqualified from further evaluation or consideration. The State reserves the right to waive any minor informality or technicality in bids received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the contents of another Vendor’s bid, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor’s bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

- a. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished in this bid may be used as a factor in determining the award of this contract.
- b. Bids will be received from each responsive Vendor in a sealed envelope or package.
- c. All Bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.
- d. At the date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
- e. The State shall review each bid received in response to this IFB to confirm it meets the specifications and requirements of the IFB.

- f. For all Bids that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor. Prices cannot be altered or modified as part of a clarification.
- g. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.
- h. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

The State reserves the right to reject all original bids, negotiate, and/or request one or more of the Vendors submitting bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other IFB lacked merit, but that, all factors considered, the selected IFB was deemed most advantageous and represented the best value to the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a. Total cost to the State
- b. Level of quality provided by the Vendor
- c. Process and performance capability across multiple jurisdictions
- d. Protection of the State's information and intellectual property
- e. Availability of pertinent skills
- f. Ability to understand the State's business requirements and internal operational culture
- g. Particular risk factors such as the security of the State's information technology
- h. Relations with citizens and employees
- i. Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bid should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have bid or failed to bid solutions that will satisfy the Department's needs as described in the Invitation for Bid. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date the Contract is executed by the State (the "Effective Date"). At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for **up to a total of two (2) additional one-year terms**. The State will give the Vendor written notice of its intent whether to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### 4.2 CONTRACT VALUE

The total potential purchases under this Contract by mandatory and non-mandatory entities could exceed **\$1,000,000.00** during the initial three-year Contract term.

### 4.3 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical and anticipated needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities.

### 4.4 PRICING

Bid price shall constitute the total cost to Buyer for delivery and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT C: PRICING FORM and include with Bid.

### 4.5 MINIMUM ORDERS

The minimum order, qualifying for prepaid transportation, is **\$500.00 for any single order**. The State shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount should be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

### 4.6 PACKAGING AND STORAGE

Refer to ATTACHMENT B: NORTH CAROLINA GENERAL TERMS AND CONDITIONS, Paragraph 9, Condition and Packaging.

- a. Material shall be packed in new, unused containers of suitable materials, preferably recyclable (where available).
- b. All containers shall be properly labeled with the Vendor's label as registered with the United States Environmental Protection Agency and the North Carolina Department of Agriculture, if required.
- c. Each container shall be filled with product that meets the analysis guaranteed on the label.
- d. Each container shall contain not less than the amount of material indicated on the label.
- e. The chemicals shall be capable of storage for at least twelve (12) months from time of delivery at temperatures down to 0°F without crystallization or deterioration

#### 4.7 TRANSPORTATION AND IDENTIFICATION OF GOODS

Unless otherwise specified in **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK**, the Vendor shall deliver **Free-On-Board (FOB) Destination** to any location within the awarded region with all transportation costs included in the total bid price for items over minimum order amount within **five (5) business days** after a receipt of an order. If the Vendor is unable to make the above delivery timeframe, please state here the earliest guaranteed delivery time you can offer \_\_\_\_\_ days. The State reserves the right to evaluate delivery offered in determining the award of the proposed contract. **Delivery will be made from \_\_\_\_\_ (city, state). A SDS must be supplied with each delivery.**

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

Can a user pick up contract item(s) from the Vendor's location, if desired? ☐ Yes ☐ No

If yes, will an additional discount apply? ☐ Yes ☐ No

If additional discount applies, the discount will be \_\_\_\_\_%.

The State reserves the right to consider this option as a factor in the award of the contract.

List Locations where items may be picked up:

- |          |          |
|----------|----------|
| a. _____ | b. _____ |
| c. _____ | d. _____ |
| e. _____ | f. _____ |
| g. _____ | h. _____ |
| i. _____ | j. _____ |
| k. _____ | l. _____ |

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract. In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with ATTACHMENT B, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

#### 4.8 DESCRIPTIVE LITERATURE AND PRICE LISTS

Each Vendor should submit with the bid a complete set of the manufacturer's published literature and price list(s) which cover all products offered herein. Altered, or unpublished price lists/literature may subject your bid to rejection. The Vendor is advised that literature, questionnaires, and other data submitted in response to a previous IFB will not suffice for the above requirement nor for any other information or questionnaire responses. The successful Vendor shall furnish price lists, catalogs, and descriptive literature to any using agency upon request of the agency.

**For this bid, no extra information is required for items where yes for "Brand Specific" item is stated. The Vendor only needs to provide this descriptive literature for items where any brand meeting the stated description is acceptable.**

**4.9 INTEGRATED PEST MANAGEMENT (IPM)**

Do manufacturers recommend using IPM programs for any of the items/products offered? ☐ Yes ☐ No

If so, list the Item # as referenced in ATTACHMENT C: PRICING SUBMITTAL WORKBOOK:

- |          |          |          |          |          |
|----------|----------|----------|----------|----------|
| a. _____ | b. _____ | c. _____ | d. _____ | e. _____ |
| f. _____ | g. _____ | h. _____ | i. _____ | j. _____ |
| k. _____ | l. _____ | m. _____ | n. _____ | o. _____ |
| p. _____ | q. _____ | r. _____ | s. _____ | t. _____ |

If additional products need to be referenced, the Vendor may submit additional pages.

**4.10 SUBSTITUTIONS**

Substitutions are not permitted without prior written approval of this division. Failure of the Vendor to comply with this requirement may result in the removal of the Vendor from the contract.

**4.11 SAFETY DATA SHEETS**

In addition to meeting Federal and State laws and requirements concerning hazardous chemicals, successful Vendor shall forward with each delivery a proper and current SDS. Furthermore, the successful Vendor shall furnish the State and/or its agencies, additional SDS as requested.

**4.12 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

**4.13 RETURN/RESTOCKING POLICY**

Vendor shall accept merchandise returns from users for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) business days on all returns of ordered products that are in original packaging and in re-sellable conditions. Vendor shall not impose a restocking fee on the State for merchandise that has been returned, unless it is a specialty item and the State has been notified in writing or at the time of order placement of the potential restocking fee. If any item is returned due to damage, incorrect product shipped, Vendor order entry error, or any other cause reasonably assumed to be the fault of the Vendor, the Vendor shall not impose a restocking fee.

Merchandise which is unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge.

**4.14 DAMAGED & DEFECTIVE PRODUCTS**

Products with apparent damage upon receipt will be rejected and delivery refused. The State facility will notify the Vendor of the damaged product. The Vendor will replace the damaged product within 24 hours, upon reorder by the State facility.

In the event that a product is found to be defective, Vendor agrees to replace the item within five (5) business days at no additional charge to the State. Failure to do so may cause Vendor to become ineligible to receive future contract awards or purchase orders.

#### 4.15 WARRANTY

Vendor guarantees items offered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, based on the manufacturer's standard warranty.

#### 4.16 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to resell the products and/or maintenance offered in this IFB. The Vendor shall provide with its bid a signed statement from the manufacturer confirming authorization. Failure to provide the statement shall constitute sufficient grounds for rejection of Vendor's offer, in the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ YES ☐ NO

Attached Manufacturer's Authority: ☐ YES ☐ NO

If the Vendor is the sole authorized distributor/dealer in North Carolina for this(these) product(s), then the Vendor must submit with its bid a written statement from the manufacturer and on the manufacturer's letterhead that your company is the sole authorized distributor/dealer in North Carolina for this(these) product(s) for the State of North Carolina's users and that no other dealer/distributor are allowed to quote this(these) product(s) to the State of North Carolina's government users.

#### 4.17 SAMPLES

Samples are not required prior to bid opening date, however, if requested later, they shall be required for any line item(s). Such samples are due at a location to be specified in Raleigh, NC, **within (5) business days after request**, and are to be properly identified with line item number, Vendor's name and model number, and are to be delivered **FOB DESTINATION**. Samples may be retained for any length of time until contract expiration, and will be returned to the respective Vendor(s) at its expense.

#### 4.18 FINANCIAL STABILITY

Each Vendor shall certify that it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

#### 4.19 REFERENCES

Vendor shall provide up to three (3) references for which it has provided goods of substantially the same features and quantity to those solicited herein. The State may contact these users to determine the goods provided are substantially similar to those proposed herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER



## 5.0 PRODUCT SPECIFICATIONS

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### 5.1 MANUFACTURER/BRAND NAME/ALTERNATE PRODUCTS

Some manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility; continuity of support and research purposes; **reference Items 6, 8, 17, 39, 48, 61, 69, 77, 101, 107, 111, 113, 121, 136, 137, 146, and 150 in ATTACHMENT C: PRICING SUBMITTAL WORKBOOK denoted in green.**

**Vendors must state the manufacturer and brand name for all alternate products being offered. All items including “Brand Specific” allows the Vendor to submit an alternate product for consideration. Container sizes are specified and should be bid accordingly, unless the container size requested is not manufactured in that particular size. Successful Vendors must supply the product as stated in their bid.**

**An item/product label and SDS must be submitted with bid for all alternate items/products offered. Vendors that do not supply this information with its bid may be subject to rejection.**

### 5.2 DEVIATIONS

The nature of all deviations from the Specifications/Requirements listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications/Requirements, and the successful Vendor shall be held responsible to supply conforming goods. Deviations must be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable.


### 5.3 SUSTAINIBILITY

According to the NC General Statute 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ **Yes**    ☐ **No**

If yes, what is the post-consumer recycled content? \_\_\_\_\_%    What is the total recycled content? \_\_\_\_\_%

Does the packaging for the items being offered have any recycled content? ☐ **Yes**    ☐ **No**

If yes, what is the post-consumer recycled content? \_\_\_\_\_%    Can this packaging be recycled? ☐ **Yes**    ☐ **No**

**Other sustainable properties:**


## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the State an account manager. The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers.

### **6.2 HAZARDOUS SUBSTANCE AND/OR OIL SPILLS**

Vendors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Vendor or their agent. This responsibility shall extend to freight carriers who were hired by the Vendor to deliver the commodity or service to the end user. While on end user premises, the Vendor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Vendor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

### **6.3 INVOICES**

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Cylinder Size, Price, Quantity, Unit of Measure, and Additional Delivery Charges (as a separate line item).

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

## **6.4 ORDER CHANNEL AND PAYMENT METHOD**

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement/Purchasing Cards, if it accepts credit cards as a payment method from other customers.

## **6.5 TAXES**

No taxes shall be included in any bid prices.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

## **6.7 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm for the **first 180 days** of the contract.

Should the vendor desire a price increase at the change of the model year, the price increase requests shall be submitted in writing to the Contract Lead, prior to the change in model year. The request shall include the reason(s) for the request and contain supporting documentation of the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

## **6.8 POST AWARD PRODUCT SUBSTITUTIONS**

Post award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

## **6.9 SALES PROMOTIONS**

Vendor may conduct sales promotions involving price reductions for a term shorter than the contract term. A Vendor shall submit to the Contract Manager documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current contract prices. Promotional prices shall be available to all users. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

## **6.10 PERIODIC MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the State, shall meet periodically with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management reports, discuss Vendor performance, address issues, review sales data, review continuous improvement ideas, and discuss any other pertinent topics. These meetings will occur at a time and place approved by the State.

## **6.11 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

## 6.12 LINE-ITEM CATALOG SOLUTIONS

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to develop a line item catalog. At a minimum, the Vendor agrees to the following:

- a. Vendor shall deliver a line item catalog **within ten (10) calendar days of notice**. By providing a line item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Category Manager via email at [eprocurementdata@its.nc.gov](mailto:eprocurementdata@its.nc.gov); this template can be accessed at [STC 675A Agricultural Chemicals Template](#). The State and Category Manager will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State or Category Manager may determine when the electronic catalog and any subsequent revisions “go live”.
- b. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State or Category Manager to maintain the most up-to-date version of its product/service offering under the statewide contract.
- c. The Vendor shall meet the following requirements:
  1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
  2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
  3. Include in the catalog detailed product line item descriptions; and
  4. Include in the catalog any additional content required by the State or Category Manager; and
  5. Limit the line item catalog content to the Vendor’s statewide contract offering
- d. The State or Category Manager shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor’s offering from the E-Procurement System.

## 6.13 QUARTERLY REPORTS

The Vendor shall provide Quarterly Management Reports to the designated Contract Specialist and other ad hoc reports to the designated Contract Specialist and/or Buyers. The Quarterly Management Report shall include the following information as stated here: [Quarterly Management Reports](#) and submitted to the following e-mail address ([PCReports@doa.nc.gov](mailto:PCReports@doa.nc.gov)) and copy the Contract Specialist. Issues identified by the Vendor related to Vendor performance or the State’s usage of the Contract also shall be addressed in these reports.

The reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. The Vendor shall submit the Quarterly Management Reports by the 15<sup>th</sup> of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15<sup>th</sup>:** Q1 Quarterly Management Report for July – September
- **By January 15<sup>th</sup>:** Q2 Quarterly Management Report for October – December
- **By April 15<sup>th</sup>:** Q3 Quarterly Management Report for January – March
- **By July 15<sup>th</sup>:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State’s fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter. Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for such report may be provided by the State at its discretion.

**Attachments to this IFB begin on the next page.**

**ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation *or in any contract resulting here from*, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall be subject to rejection.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the bid are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. 143-48 and Executive Order #150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

11. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).
14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
16. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
18. **WITHDRAWAL OF BID:** A Bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

19. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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**ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

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1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.



9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

12. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

13. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

14. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

15. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

**16. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**17. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

**18. ELECTRONIC PROCUREMENT:**

(a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the

transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, Bids received, evaluation of Bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **WAIVER:** The failure to enforce or the waiver by the State of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
22. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
23. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.

## **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK**

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The Pricing Submittal Workbook can be found at the following link:

**[ATTACHMENT C: PRICING SUBMITTAL WORKBOOK](#)**

Instructions on how to complete can be found on the first worksheet in the Pricing Submittal Workbook.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with G.S. 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) The Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States** ☐ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Vendor shall identify all U.S. locations at which performance will occur:**

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**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_. (If no audit within past 18 months, explain reason below).

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

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Signature

Date

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Printed Name

Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

**ATTACHMENT F: IRAN DIVESTMENT ACT CERTIFICATION****CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each Vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_

By: _____	_____
Signature	Date
_____	_____
Printed Name	Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

## **ATTACHMENT G: SUPPLIER INFORMATION**

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Vendor is requested to complete and return the following forms:

- NC Supplier Contact Form (Worksheet 1)
- Service and Distribution Form (Worksheet 2)
- Ordering Information Form (Worksheet 3)

**Click on the following link to access this Excel Spreadsheet.**

<http://www.pandc.nc.gov/Documents/BidReferenceFile/AttachmentGSupplierInformation.xlsx>